

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3
(MC2010-28 AND CP2010-71)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2017-124

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO GLOBAL EXPEDITED PACKAGE SERVICES 3
NEGOTIATED SERVICE AGREEMENT**
(March 26, 2018)

On March 22, 2018, the United States Postal Service (Postal Service) filed a motion for temporary relief, requesting that the Postal Regulatory Commission (Commission) extend the agreement that is the subject of this docket that is scheduled to expire on March 31, 2018,¹ (1) through March 31, 2018, if the Commission completes its review of the successor agreement filed in Docket No. CP2018-185 by March 30, 2018; and (2) until 11:59 p.m. on the business day after the Commission concludes its review of the successor agreement filed in Docket No. CP2018-185, or April 30, 2018, whichever occurs earlier, if the Commission completes its review of the successor agreement filed in Docket No. CP2018-185 after March 30, 2018.² That motion stated that a modification, which would extend the agreement subject to the terms set forth above, had been sent to the customer.

¹ PRC Order No. 4408, Order Approving Modification One to GEPS 3 Negotiated Service Agreement, Docket No. CP2017-124, February 14, 2018.

² Motion of the United States Postal Service for Temporary Relief concerning Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2017-124, March 22, 2018.

Attached to this notice is Modification Two that the customer and the Postal Service have executed, which revises Article 11 subject to the terms set forth above.³ The modification also revises the customer contact information in the Preamble and in Article 31 of the agreement.

Therefore, as stated in the motion for temporary relief that the Postal Service filed in this docket on March 22, 2018, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the Commission continue to list the agreement that is the subject of this docket in the Mail Classification Schedule (1) through March 31, 2018, if the Commission completes its review of the successor agreement filed in Docket No. CP2018-185 by March 30, 2018; and (2) until 11:59 p.m. on the business day after the Commission concludes its review of the successor agreement filed in Docket No. CP2018-185, or April 30, 2018, whichever occurs earlier, if the Commission completes its review of the successor agreement filed in Docket No. CP2018-185 after March 30, 2018.

³ A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the non-public version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated February 13, 2017, in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-124, February 13, 2017, Attachment 4.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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March 26, 2018

**MODIFICATION TWO TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on February 7, 2017 and by the USPS on February 7, 2017, as amended by Modification One signed by the Mailer on February 8, 2018 and by the USPS on February 9, 2018. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following three changes to the Agreement.

First, the Preamble shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Second, Article 11 Term of the Agreement shall now read as follows:

11. Term of the Agreement. (1) The USPS will notify the Mailer of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-185 by March 30, 2018, the agreement shall remain in effect until 11:59 p.m. on March 31, 2018. If the Postal Regulatory Commission completes its review of the successor agreement filed in Docket No. CP2018-185 after March 30, 2018, the Agreement shall remain in effect until 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2018-185, or April 30, 2018, whichever occurs earlier, unless terminated sooner pursuant to Article 12 or Article 13.

Third, Article 31 Notices shall now read as follows:

31. Notices. All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express to the following individuals: (a) To the USPS: Managing Director, Global Business and Vice President; United States Postal Service; 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; (b) To the Mailer: [REDACTED]

[REDACTED] or via e-mail to the USPS at: icmusps@usps.gov; or to the Mailer at: [REDACTED]

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the

Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-124). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:



Name:

Donald W Ross

Title:

Director International Sales

Date

3-21-2018

ON BEHALF OF

Signature:

Name:

Title:

Date:

03/21/2018